

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION**



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**D.C. OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION**

**REQUEST FOR PROPOSALS**

**HVAC TECHNICIAN SERVICES**

**September 22, 2008**

**Proposal Due Date:**           **October 10, 2008 by 5 p.m. EDT**

**Preproposal Conference:**   **September 30, 2008 at 10:30 a.m. EDT**

**Contact:**                   Thomas D. Bridenbaugh  
                                  Leftwich & Ludaway, LLC  
                                  1400 K Street, NW  
                                  Suite 1000  
                                  Washington, D.C. 20005  
                                  Phone: (202) 434-9100

**Solicitation #:**           **GM-08-S-0922-FM**

## **Executive Summary**

The Office of Public Education Facilities Modernization (“Office” or “OPEFM”) is issuing this Request for Proposals to engage one or more contractors to provide on-call HVAC technician services at all District of Columbia Public Schools (“DCPS”) facilities. This contract will require the selected contractor(s) to provide on-call maintenance and repair services to correct any existing or future HVAC problems that may arise through September 30, 2009. The Office’s goal is to prevent, to the greatest extent possible, any future HVAC issues through regular maintenance, as well as to be able to respond quickly to abate any HVAC problems as soon as possible after they arise. This contract will require the selected contractor(s) to provide any necessary maintenance and/or repair of HVAC systems at various DCPS facilities, and be available to address any future HVAC problems as directed by the Office. The work required under this contract is more fully described in **Part B** of this RFP.

### **A.1 Project Delivery Method**

The Office intends to award the work to one or more contractors. As shown on the School Group List (see **Attachment A**), the DCPS facilities have been divided into two (2) groups. The Office reserves the right to award the work for each group to separate contractors, or to award the work for multiple groups to the same contractor.

### **A.2 Detailed Scope of Work**

A detailed scope of work is set forth in the Form of Contract which will be issued as an addendum to this RFP and is summarized in **Part B** of this RFP. Offerors should carefully review the Form of Contract when submitting their proposal. To the extent there are any inconsistencies between this RFP and the Form of Contract, the Form of Contract shall prevail. Offerors are further advised that they are required to submit their proposal premised upon entering into a contract that is substantially similar to the Form of Contract and that any proposed changes to the Form of Contract must be clearly identified and described in their proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

### **A.3 Contractor Fees**

The contract awarded pursuant to this RFP will be a time and materials contract. Offerors are required to bid hourly rates for the personnel classifications set forth on **Attachment B**. Other than the cost of materials, these rates will be the Offeror’s sole compensation for work performed by such personnel and as such should include adequate amounts to cover the Offeror’s labor, field equipment (i.e. small tools, transportation, trucks and vans, etc.), overhead, insurance and profit.

### **A.4 Economic Inclusion**

The Office requires that Local, Small and Disadvantaged Business Enterprises (“LSDBEs”) participate in this project to the greatest extent possible and desires that such businesses perform at least fifty percent (50%) of the work under this procurement. Of this amount, at least thirty five percent (35%) must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission, and twenty percent (20%) to entities that are certified as Disadvantaged Business Enterprises. The Office will also require that the selected contractor and all of its subconsultants, subcontractors, and suppliers, enter into a First Source Employment Agreement with the Department of Employment Services and hire fifty-one percent (51%) District residents for all new jobs created on the project. Please see **Part C** of this RFP for additional information.

#### **A.5 Selection Criteria**

Proposals will be evaluated in accordance with **Part D** of this RFP. The following evaluation criteria will be used:

- Proposal, Experience & References (15 points)
- Key Personnel (10 points)
- Project Management Plan (15 points)
- Cost (50 points)
- LSDBE Compliance/Utilization (10 points)

#### **A.6 Procurement Schedule**

The schedule for this procurement is as follows:

- |   |                                  |
|---|----------------------------------|
| • Issue RFP                             | - September 22, 2008             |
| • Pre-proposal Conference               | - September 30, 2008 at 10:30 am |
| • Last Day for Questions/Clarifications | - October 3, 2008                |
| • Proposals Due                         | - October 10, 2008 at 5:00 pm    |
| • Notice of Award                       | - October 17, 2008               |

#### **A.7 Attachments**

- |                     |                                   |
|---------------------|-----------------------------------|
| <b>Attachment A</b> | - School Groupings                |
| <b>Attachment B</b> | - Form of Offer Letter            |
| <b>Attachment C</b> | - Disclosure Statement            |
| <b>Attachment D</b> | - Tax Affidavit                   |
| <b>Attachment E</b> | - Service Contract Act Wage Rates |

## **SECTION B           SCOPE OF WORK**

### **B.1     Scope of Work**

The selected contractor will be required to provide on-call maintenance and repair services to correct any existing or future HVAC problems that may arise through September 30, 2009. The Office's goal is to prevent, to the greatest extent possible, any future HVAC issues through regular maintenance, as well as to be able to respond quickly to abate any HVAC problems as soon as possible after they arise. This contract will require the selected contractor(s) to provide any necessary maintenance and/or repair of DCPS HVAC systems, and be available to address any future HVAC problems as directed by the Office (the "Project"). The contractor will be required to respond to on-call requests within 2 hours of notification by the Office. Premium rates will apply to any calls for which work must be performed between the hours of 4:00 PM and 7:00 AM or which is required on weekends or on Federal Holidays.

This is a time and materials contract to provide mechanical systems maintenance and repair services work at various DCPS schools. The Contractor shall provide all labor, supervision, tools, material, equipment, transportation, and management necessary to provide "on-call" maintenance and repair services including replacement to mechanical systems at various DCPS schools. In general, the Contractor's scope of work will include the following:

**B.1.1 Central Office.** The Contractor will be required to provide a staffed central office from which personnel are dispatched. At a minimum, this office shall be staffed between 7:00 am and 5:30 pm, Monday through Friday. The Contractor should also provide an "after hours" point of contact for dispatching staff on a 24/7 basis.

**B.1.2 Work Records.** The Contractor shall maintain a job tracking system that, at a minimum, records: (i) the date and time a request was received by the Contractor; (ii) the date and time a crew was dispatched to the site; (iii) the date and time the crew arrived at the site; (iv) a description of the problem and corrective work required; (v) the amount of time spent on the site by the Contractor's personnel; (vi) the materials and spare parts used by the Contractor; and (vii) the date and time the work or repair was accepted by OPEFM. The Contractor shall provide OPEFM with a report that summarizes all such activity on a weekly basis.

**B.1.3 Time Cards.** The Contractor shall maintain a system that requires each employee to track his or her time on an hourly basis. At a minimum, such a system shall require each employee to clock in and out and to sign time cards.

**B.1.4 Equipped Personnel.** The Contractor shall ensure that all of its personnel assigned to tasks on the contract are properly trained, equipped and, as necessary, licensed. Contractor personnel shall be provided with a fully equipped truck or service van that includes appropriate small tools and spare parts.

**B.1.5 Qualified Personnel.** The Contractor will be required to provide personnel who are at least journeyman level in the following trade categories: (i) HVAC/refrigeration technician; (ii) welders; (iii) burner technicians; (iv) steam fitters; (v) plumbers; and (vi) electricians. All such personnel shall be properly licensed and fully qualified to perform the expected services.

**B.2 Work Procedures.** The Contractor will be required to provide supervision, labor, materials and equipment necessary to perform the “on-call” repair and maintenance services requested under its contract. The repair work for the projects’ scope include work activity such as chiller repair, boiler repair, boiler burner calibration, pump repair/replacement, terminal unit repair, and gas valve repair/replacement. In performing these activities, the Contractor shall comply with the following procedures:

- .1 Provide HVAC certified/licensed technicians to perform repair and maintenance services and adequate on-site supervision on a 24 hour basis. Contractor may be required to provide documented evidence of certification/licensure for any contractor personnel assigned to perform work under this contract.
- .2 Employ and have sufficient technical personnel capable of responding to 7 DCPS sites simultaneously. The Contractor shall also provide OPEFM a 24-hour emergency telephone number that will serve as the notification and dispatch center for service calls from OPEFM.
- .3 Respond to all service calls within 2 hours of notification by OPEFM. Upon arrival at service call site, the Contractor shall determine the cause of the loss of service, the components affected and take corrective action in a manner that restores service as soon as practicable. Repair shall be made in a professional and timely manner for any units, ventilation equipment, conveyance ductwork, pneumatic controls, electronic controls, and/or any other component that makes up the HVAC system, including associated mechanical, plumbing and electrical/electronic connections. Contractor must submit for prior OPEFM review, prints/drawings, specifications and scopes of work for “on-call” service work activity where such documentation is required. Contractor shall test HVAC operations to ensure service has been restored. Tests must be conducted in accordance with ASME Code 2004 Section VI, and Department of Consumer & Regulatory Affairs (DCRA) regulations.
- .4 Notify OPEFM of any "temporary" repairs that are necessary due to the unavailability of parts or materials. Permanent repairs must be made upon receipt required parts/materials. OPEFM reserves the right to bring in any other contractor in order to complete a repair that is not completed by Contractor in a timely fashion.

- .5 All work must be performed with the least possible disruption to school/administrative operations and coordinated with the Contract Maintenance Services representative, Principal of the school and/or other site designee.
- .6 Contractor shall notify OPEFM of any conditions that potentially may cause a break in HVAC service if preventive maintenance is not performed.
- .7 Use repair and maintenance non-hazardous materials that meet the requirements established by OPEFM or obtain prior approval to use substitute materials. Any hazardous material that must be incorporated into a repair shall be approved for use, prior to being brought onto the worksite. The Contractor shall provide MSDS Sheets for all materials used on-site, whenever applicable.
- .8 Provide all equipments necessary to complete assigned work activity. Contractor shall be responsible for safeguarding their own materials, tools, and equipment. OPEFM shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.
- .9 Provide a company cellular telephone for employees on-site for making and receiving calls. The cellular telephone number must be provided to OPEFM. Personal or business phone calls are not to be made on DCPS phones unless it is an "emergency".
- .10 Contractor must obtain written consent from OPEFM before utilizing the services of any subcontractor(s). If use of a subcontractor is approved by OPEFM, all work must be coordinated with OPEFM, Office of Facilities Maintenance, Contract Maintenance Unit (CMU) Division.
- .11 All completed work shall be subject to inspection by one or more representatives of OPEFM. Service area must be restored to the condition that existed prior to the start of repair work with emphasis on any special finish damage that may have occurred during the repair. Any work that is found to not be in compliance with Federal, District and/or Local Safety/Fire codes shall be corrected at the Contractor(s) expense.
- .12 Contractor shall be responsible for the proper and safe removal and disposal of all debris and materials generated as part of the service repair.

### **B.3 Coordination with DCPS**

The Contractor will be required to coordinate its work with DCPS school activities. The work will be performed during the school year, and the Contractor may be required to work after hours or on weekends and holidays so as to not adversely impact educational activities. The Contractor

will be required to develop work plans that are coordinated with and acceptable to the school principals.

#### **B.4 Project Site Safety**

The Contractor will be required to ensure that its work is conducted in a safe manner and that appropriate barricades and other life safety procedures are employed to ensure the safety of students, teachers and school staff. All such construction barricades and life safety procedures shall be subject to the approval of the Office and its Program Manager.

#### **B.5 Licensing, Accreditation and Registration**

The contractor and all of its subcontractors and subconsultants (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

#### **B.6 Conformance with Laws**

It shall be the responsibility of the contractor to perform under the contract in conformance with the Office's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders, and policies of governmental bodies.

#### **B.7 Service Contract Act**

The selected Contractor shall agree that the work performed under this Contract shall be subject to the Service Contract Act. The wage rates applicable to this Project are attached as **Attachment E**.

## **SECTION C                    ECONOMIC INCLUSION**

### **C.1     Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Ten (10) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

**Information:** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

### **C.2     SLDBE Participation**

The Office requires that significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a



small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section C.1**, the Office requires that business enterprises so certified must participate in at least 50% of the development. Of this amount, 35% must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission and 20% to entities that are certified as Disadvantaged Business Enterprises. Offerors will be required to submit a Local Business Enterprise Utilization Plan with their proposals. The Utilization Plan must demonstrate how this requirement will be met and, to the extent possible at this stage in the project, should identify the specific firms that will be used and their respective roles. SLDBE certified businesses must own at least twenty five percent (25%) of the selected developer's equity.

### **C.3 Residency Hiring Requirements for Contractors and Subcontractors**

At least fifty-one percent (51%) of the Offeror's Team and every subconsultant's employees hired after the Offeror enters into a contract with the Office, or after such subconsultant enters into a contract with the Offeror, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Offeror and all of its member firms, if any, and each of its subcontractors and subconsultants shall submit to the Office a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Offeror shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Offeror and all member firms, subcontractors, tier subcontractors, subconsultants, and suppliers with contracts in the amount of \$100,000 or more shall be required to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services ("DOES") upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

#### **C.4 Apprenticeship Act**

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The contractor shall be liable for any subcontractor non-compliance.

## **SECTION D                      EVALUATION AND AWARD CRITERIA**

### **D.1      Evaluation Process**

The Office shall evaluate submissions and any best and final offers in accordance with the provisions of this **Section D** and the Office's Procurement Regulations.

### **D.2      Evaluation Committee**

Each submission shall be evaluated in accordance with this **Section D** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Office.

### **D.3      Oral Presentation**

The Office does not intend to interview Offerors; however, the Office reserves the right to interview Offerors in the competitive range if necessary. If the Office conducts such interviews, each Offeror within the competitive range shall make an oral presentation to the Office's Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

#### **D.3.1    Length of Oral Presentation**

Each Offeror will be given up to 60 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 45 minutes for the Evaluation Committee to assess the presentation and prepare questions. The Offeror will then respond to questions from the Office's Evaluation Committee for no more than 90 minutes.

#### **D.3.2    Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The Office reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

#### **D.3.3    Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 7 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of

the key areas of responsibility that are deemed essential to the successful completion of the project.

#### **D.3.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a contractor for this Project, including the qualifications of key personnel.

#### **D.4 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in **Section C.1** of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 112. The contract will be awarded to the contractor with the highest evaluated score.

##### **D.4.1 Proposal, Experience & References (15 points)**

The Office desires to engage a contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in (i) maintaining/repairing HVAC systems; (ii) repairing and/or modernizing school facilities; (iii) knowledge of, and access to, the local subcontracting market; and (iv) knowledge of the local regulatory agencies and Code Officials. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to fifteen (15) points.

##### **D.4.2 Key Personnel (10 points)**

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. This element of the evaluation will be worth up to ten (10) points.

##### **D.4.3 Cost (50 points)**

Offerors will be required to bid unit rates as specified on **Attachment B** of schools. This element of the evaluation is worth up to fifty (50) points.

##### **D.4.4 LSDBE Compliance/Utilization (10 points)**

The Office desires the selected contractor to provide the maximum level of participation for Local, Small and Disadvantaged Business Enterprises as well as employment opportunities for District of Columbia residents. Offerors will be evaluated in light of their demonstrated

experience in meeting such goals and their proposed LSDBE Utilization Plan. This factor of the evaluation will be worth up to ten (10) points.

#### **D.4.5 Project Management Plan (15 Points)**

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the contractor intends to manage and implement the Project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should identify: (i) how the Offeror will assign its on-call crews at the beginning of each heating and cooling season; (ii) how periodic maintenance will be accomplished; and (iii) how the Offeror will respond to emergencies and unplanned activities. This element of the evaluation is worth up to fifteen (15) points.

## **SECTION E            PROPOSAL ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **E.1      Submission Identification**

Submissions shall be proffered in an original and twelve (12) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for HVAC Technician Services for the D.C. Office of Public Education Facilities Modernization."

### **E.2      Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

D.C. Office of Public Education Facilities Modernization  
Att'n: JW Lanum  
2400 East Capitol Street, SE  
Washington, D.C. 20003  
Phone: (202) 698-7762

### **E.3      Date and Time for Receiving Submissions**

Submissions shall be received no later than 5:00 pm E.D.T., on October 10, 2008. The Offeror assumes the sole responsibility for timely delivery of its Submission, regardless of the method of delivery.

### **E.4      Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Office is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

#### **E.4.1   Bid Form**

Each Offeror shall submit a bid form substantially in the form of **Attachment B**. Material deviations, in the opinion of the Office, from the bid form shall be sufficient to render the proposal non-responsive.

#### **E.4.2   Disclosure Form**

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

### **E.4.3 Executive Summary**

Each Offer should provide a summary of no more than three pages of the information contained in the following sections.

### **E.4.4 General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the principal contractor firm and each of its subconsultants.

- A. Name(s), address(es), and role(s) of each firm (including all sub-consultants)
- B. Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next year
- C. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the contractor.
  - ii. Organizational chart illustrating reporting lines and names and titles for key participants proposed by the team.
  - iii. Resumes for each key participant on the team, including definition of that person's role, relevant project experience, and current workload over the next two years.

### **E.4.5 Relevant Experience and Capabilities**

- A. Detailed descriptions of no more than eight (8) projects that best illustrate the team's experience and capabilities relevant to this project. On each project description, please provide all of the following information in consistent order:
  - i. Project name and location

- ii. Name, address, contact person and telephone number for owner reference
- iii. Brief project description including project cost, square footage, firm's scope of work, and key firm strengths exhibited
- iv. Identification of personnel involved in the selected project who are proposed to work on this project
- vi. Project process and schedule data including delivery method and completion date (any unusual events or occurrences that affected the schedule should be explained)
- vii. Project cost data including actual cost (if actual cost exceeds original, please explain why)

#### **E.4.6 Project Management Plan**

Each Offeror should submit a Project Management Plan that addresses the issues set forth in Section D.4.5 of this RFP.

#### **E.4.7 Cost Information**

The Offeror should submit the Bid Form in substantially the form of **Attachment B**.

#### **E.4.8 Local Business Utilization Plan**

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide: (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and (ii) a chart, in summary form, that identifies the Offeror's major public projects over the last five years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

#### **E.4.9 Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.



## **SECTION F            BIDDING PROCEDURES & PROTESTS**

### **F.1      Contact Person**

For information regarding this RFP please contact:

Thomas D. Bridenbaugh  
Leftwich & Ludaway, LLC  
1400 K Street, NW  
Suite 1000  
Washington, D.C. 20005  
Phone: (202) 434-9100  
Facsimile: (202) 783-3420

Any written questions or inquiries should be sent to Thomas Bridenbaugh at the address above.

### **F.2      Preproposal Conference**

A preproposal conference will be held on September 30, 2008 at 10:30 a.m. The conference will be held at the RFK Stadium. Interested Offerors are strongly encouraged to attend.

### **F.3      Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit a request for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Office that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

Requests should be directed to Thomas Bridenbaugh at the address listed in Section F.1 no later than the close of business on October 3, 2008. The person making the request shall be responsible for prompt delivery.

### **F.4      Protests**

Protests shall be governed by Section 3934 of the Office's Procurement Regulations (5 DCMR § 3934). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the

next closing time established for proffering submissions. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known, whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office's Chief Contracting Officer ("CCO") and must be filed in duplicate. Protests shall be served on the Office by obtaining written and dated acknowledgment of receipt from the Office's CCO. Protests received by the Office after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations, the more stringent provisions shall prevail.

#### **F.5 Contract Award**

This procurement is being conducted in accordance with the provisions of Section 3914 of the Office's Procurement Regulations (5 DCMR § 3914).

#### **F.6 Retention of Submissions**

All submissions shall be retained by the Office and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Office and the Office shall have the right to distribute or use such information as it determines.

#### **F.7 Examination of Submissions**

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

#### **F.8 Late Submissions: Modifications**

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in F.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Office's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.

- D. Notwithstanding any other provisions of this Request for Proposals to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Office may be considered at any time it is received and may be accepted.
- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

#### **F.9 No Compensation for Preparation of Submissions**

The Office shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

#### **F.10 Rejection of Submissions**

The Office reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Office's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

#### **F.11 Limitation of Authority**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

## **SECTION G            INSURANCE REQUIREMENTS**

### **G.1     Required Insurance**

The contractor will be required to maintain the following types of insurance throughout the life of the contract.

**G.1.1** Commercial general public liability insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

**G.1.2** Workers’ compensation and Employers Liability coverage providing statutory benefits for all persons employed by the contractor, or its contractors and subcontractors at or in connection with the Work.

**G.1.3** Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

### **G.2     Additional Insureds**

Each insurance policy shall be issued in the name of the contractor and shall name as additional insured parties the Office and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Office.

### **G.3     Waiver of Subrogation**

All such insurance shall contain a waiver of subrogation against the Office and the District of Columbia, and their respective agents.

### **G.4     Strength of Insurer**

All insurance shall be placed with insurers that are reasonably acceptable to the Office and with an A.M. Best’s rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

**OPEFM HVAC Technician School Grouping Chart**

	School Name	Type	Ward	Address
<b>GROUP 1</b>				
1	Adams	ES	1	2020 19th Street, N.W.
2	Bancroft	ES	1	1755 Newton Street, N.W.
3	Banneker	SHS	1	800 Euclid Street, N.W.
4	Bell/Lincoln	SHS	1	3101 16th Street, N.W.
5	Cardozo	SHS	1	1300 Clifton Street, N.W.
6	Cleveland	ES	1	1825 8th Street, N.W.
7	Garnet-Patterson	MS	1	2001 10th Street, N.W.
8	Harrison	N/A	1	2120 13th Street, N.W.
9	Lewis	ES	1	300 Bryant Street, N.W.
10	Park View	ES	1	3560 Warder Street, N.W.
11	Reed, Marie	LC	1	2200 Champlain Street, N.W.
12	Tubman	ES	1	3101 13th Street, N.W.
13	Ellington	SHS	2	1698 35th Street, N.W.
14	Francis	JHS	2	2425 N Street, N.W.
15	Garrison	ES	2	1200 S Street, N.W.
16	Hardy	MS	2	1819 35th Street, N.W.
17	Hyde	ES	2	3219 O Street, N.W.
18	Montgomery	ES	2	421 P Street, N.W.
19	Ross	ES	2	1730 R Street, N.W.
20	Seaton	ES	2	1503 10th Street, N.W.
21	Shaw	JHS	2	925 Rhode Island Avenue, N.W.
22	Thomson	ES	2	1200 L Street, N.W.
23	Deal	JHS	3	3815 Fort Drive, N.W.
24	Eaton	ES	3	3301 Lowell Street, N.W.
25	Hearst	ES	3	3950 37th Street, N.W.
26	Janney	ES	3	4130 Albemarle Street, N.W.
27	Key	ES	3	5001 Dana Place, N.W.
28	Mann	ES	3	4430 Newark Street, N.W.
29	Murch	ES	3	4810 36th Street, N.W.
30	Oyster	ES	3	2801 Calvert Street, N.W.
31	Stoddert	ES	3	4001 Calvert Street, N.W.
32	Wilson, Woodrow	SHS	3	3950 Chesapeake St., N.W.
33	Barnard	ES	4	430 Decatur Street, N.W.
34	Brightwood	ES	4	1300 Nicholson Street, N.W.
35	Coolidge	SHS	4	6315 5th Street, N.W.
36	Lafayette	ES	4	5701 Broad Branch Road, N.W.
37	LaSalle	ES	4	501 Riggs Road, N.E.
38	Macfarland	MS	4	4400 Iowa Avenue, N.W.
39	Powell	ES	4	1350 Upshur Street, N.W.
40	Rabaut	Charter	4	100 Peabody Street, N.E.
41	Raymond	ES	4	915 Spring Road, N.W.
42	Roosevelt	SHS	4	4301 13th Street, N.W.
43	Sharpe Health	N/A	4	4300 13th Street, N.W.
44	Shepherd	ES	4	7800 14th Street, N.W.
45	Takoma	EC	4	7010 Piney Branch Road, N.W.
46	Truesdell	ES	4	800 Ingraham Street, N.W.
47	West	ES	4	1338 Farragut Street, N.W.

<b>OPEFM HVAC Technician School Grouping Chart</b>				
	School Name	Type	Ward	Address
48	Whittier	ES	4	6201 5th Street, N.W.
49	Browne	JHS	5	850 26th Street, N.E.
50	Bunker Hill	ES	5	1401 Michigan Ave., N.E.
51	Burroughs	ES	5	1820 Monroe Street, N.E.
52	Dunbar	SHS	5	1301 New Jersey Ave., N.W.
53	Emery	ES	5	1720 1st Street, N.E.
54	Hamilton	Special ED	5	1401 Brentwood Parkway, N.E.
55	Langdon	ES	5	1900 Evarts Street, N.E.
56	Lee, Mamie D.	Special ED	5	100 Gallatin Street, N.E.
57	Marshall	EC	5	3100 Fort Lincoln Drive, N.E.
58	Mckinley	SHS	5	101 T Street, N.E.
59	Moore, Luke Academy	SHS	5	1001 Monroe Street, N.E.
60	Noyes	ES	5	2725 10th St., N.E.
61	Penn Center	Admin	5	1709 3rd Street, N.E.
62	Phelps	Closed	5	704 26th Street, N.W.
63	Shaed	ES	5	301 Douglas Street, N.E.
64	Spingarn	SHS	5	2500 Benning Road, N.E.
65	Transportation	N/A	5	2115 5th Street, N.E.
66	Webb	ES	5	1375 Mt. Olivet Road, N.E.
67	Food Service	N/A	5	3535 V St. N.E.

	School Name	Type	Ward	Address
48	Whittier	ES	4	6201 5th Street, N.W.
49	Browne	JHS	5	850 26th Street, N.E.
50	Bunker Hill	ES	5	1401 Michigan Ave., N.E.
51	Burroughs	ES	5	1820 Monroe Street, N.E.
52	Dunbar	SHS	5	1301 New Jersey Ave., N.W.
53	Emery	ES	5	1720 1st Street, N.E.
54	Hamilton	Special ED	5	1401 Brentwood Parkway, N.E.
55	Langdon	ES	5	1900 Evarts Street, N.E.
56	Lee, Mamie D.	Special ED	5	100 Gallatin Street, N.E.
57	Marshall	EC	5	3100 Fort Lincoln Drive, N.E.
58	Mckinley	SHS	5	101 T Street, N.E.
59	Moore, Luke Academy	SHS	5	1001 Monroe Street, N.E.
60	Noyes	ES	5	2725 10th St., N.E.
61	Penn Center	Admin	5	1709 3rd Street, N.E.
62	Phelps	Closed	5	704 26th Street, N.W.
63	Shaed	ES	5	301 Douglas Street, N.E.
64	Spingarn	SHS	5	2500 Benning Road, N.E.
65	Transportation	N/A	5	2115 5th Street, N.E.
66	Webb	ES	5	1375 Mt. Olivet Road, N.E.
67	Food Service	N/A	5	3535 V St. N.E.

# OPEFM HVAC Technician School Grouping Chart

	School Name	Type	Ward	Address
<b>GROUP 2</b>				
1	Amidon	ES	6	401 Eye Street, S.W.
2	Brent	ES	6	330 3rd Street, S.E.
3	Eastern	SHS	6	1700 East Capitol Street, N.E.
4	Eliot	JHS	6	1830 Constitution Avenue, N.E.
5	Gibbs	ES	6	500 19th Street, N.E.
6	Goding (Prospect)	Special ED	6	920 F Street, N.E.
7	Jefferson	JHS	6	801 7th Street, S.W.
8	Logan	Swing	6	215 G Street, N.E.
9	Ludlow-Taylor	ES	6	659 G Street, N.E.
10	Maury	ES	6	1250 Constitution Avenue, N.E.
11	Miner	ES	6	601 15th Street, N.E.
12	Payne	ES	6	305 15th Street, S.E.
13	Peabody	ES	6	425 C Street, N.E.
14	Stuart-Hobson	MS	6	410 E Street, N.E.
15	Terrell, R.H.	Closed	6	1000 1st Street, N.W.
16	Tyler	ES	6	1001 G Street, S.E.
17	Van Ness	N/A	6	1150 5th Street, S.E.
18	Walker-Jones	ES	6	100 L Street, N.W.
19	Watkins	ES	6	420 12th Street, S.E.
20	Wilson, J.O.	ES	6	660 K Street, N.E.
21	Aiton	ES	7	533 48th Place, N.E.
22	Beers	ES	7	3600 Alabama Ave., S.E.
23	Brown, Ronald	MS	7	4800 Meade Street, N.E.
24	Burrville	ES	7	801 Division Avenue, N.E.
25	Davis	ES	7	4430 H Street, S.E.
26	Drew	ES	7	5600 Eads Street, N.E.
27	Evans	N/A	7	5600 East Capitol Street, N.E.
28	Fletcher Johnson	Swing	7	4650 Benning Road, S.E.
29	Harris, C.W.	ES	7	301 53rd Street, S.E.
30	Houston	ES	7	1100 50th Place, N.E.
31	Kelly Miller	MS	7	215 49th Street, N.E.
32	Kenilworth	ES	7	1300 44th Street, N.E.
33	Kimball	ES	7	3375 Minnesota Avenue, S.E.
34	Nalle	ES	7	219 50th Street, S.E.
35	Plummer	ES	7	4601 Texas Avenue, S.E.
36	Randle Highland	ES	7	1650 30th Street, S.E.
37	River Terrace	ES	7	420 34th Street, N.E.
38	Shadd	Swing	7	5601 East Capitol Street, S.E.
39	Smothers	ES	7	4400 Brooks Street, N.E.
40	Sousa	MS	7	3650 Ely Place, S.E.
41	Thomas	ES	7	650 Anacostia Avenue, N.E.
42	Winston	EC	7	3100 Erie Street, S.E.
43	Anacostia	SHS	8	1601 16th Street, S.E.
44	Ballou	SHS	8	3401 4th Street, S.E.
45	Birney	ES	8	2501 Martin Luther King Jr. Ave., S.E.
46	Draper	ES	8	908 Wahler Place, S.E.
47	Ferebee-Hope	ES	8	3999 8th Street, S.E.

# **OPEFM HVAC Technician School Grouping Chart**

	<b>School Name</b>	<b>Type</b>	<b>Ward</b>	<b>Address</b>
48	Garfield	ES	8	2435 Alabama Avenue, S.E.
49	Green	ES	8	1500 Mississippi Avenue, S.E.
50	Hart	MS	8	601 Mississippi Avenue, S.E.
51	Hendley	ES	8	425 Chesapeake Street, S.E.
52	Johnson	JHS	8	1400 Bruce Place, S.E.
53	Ketcham	ES	8	1919 15th Street, S.E.
54	King, M.L.	ES	8	3200 6th Street, S.E.
55	Kramer	MS	8	1700 Q Street, S.E.
56	Leckie	ES	8	4200 Martin Luther King Ave., S.E.
57	Malcolm X	ES	8	1351 Alabama Avenue, S.E.
58	Orr	ES	8	2200 Minnesota Ave., S.E.
59	Patterson	ES	8	4300 South Capitol Street, S.W.
60	Simon	ES	8	401 Mississippi Avenue, S.E.
61	Stanton	ES	8	2701 Naylor Road, S.E.
62	Terrell, M.C.	ES	8	3301 Wheeler Road, S.E.
63	Wilkinson	ES	8	2330 Pomeroy Road, S.E.



Attachment B

[Contractor's Letterhead]

[Insert Date]

District of Columbia Office of Public Education Facilities Modernization  
2400 East Capitol Street, SE  
Washington, D.C. 20003

Att'n: Mr. Allen Y. Lew  
Executive Director

Reference: Request for Proposals  
HVAC Technician Services

Dear Mr. Lew:

On behalf of [insert name of bidder] (the "Offeror"), I am pleased to submit this proposal in response to the Office of Public Education Facilities Modernization's (the "Office" or "OPEFM") Request for Proposals (the "RFP") to provide HVAC technician services at various District of Columbia Public School ("DCPS") facilities. The Offeror has reviewed the RFP and the attachments thereto, any addenda thereto, and the proposed Form of Contract (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its Proposal in response to the RFP. The Offeror's proposal and the Unit Rates (as defined in paragraph A) are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the Unit Rates are referred to as the "Offeror's Bid".)

The Offeror's Bid is as follows:

A. The Unit Rates are:

\$ see attached spreadsheet

The Offeror acknowledges and understands that the Unit Rates are firm, fixed prices to fully complete the work described in the RFP and that such amount includes funding for work which is not described in the RFP but which is reasonably inferable from the RFP.

The Offeror's Bid is based on and subject to the following conditions:

1. The Offeror agrees to hold its proposal open for a period of at least sixty (60) days after the date of the bid.
2. Assuming the Offeror is selected by the Office and subject only to the changes requested in paragraph 5, the Offeror agrees to enter into a contract with the Office on the terms and conditions described in the Bid Documents within ten (10) days of the notice of the award.

3. Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror's proposal is subject to the following requested changes to the Form of Contract: [INSERT REQUESTED CHANGES. OFFERORS ARE ADVISED THAT THE CHANGES SO IDENTIFIED SHOULD BE SPECIFIC SO AS TO PERMIT THE OFFICE TO EVALUATE THE IMPACT OF THE REQUESTED CHANGES IN ITS REVIEW PROCESS. GENERIC STATEMENTS, SUCH AS "A MUTUALLY ACCEPTABLE CONTRACT" ARE NOT ACCEPTABLE. OFFERORS ARE FURTHER ADVISED THAT THE OFFICE WILL CONSIDER THE REQUESTED CHANGES AS PART OF THE EVALUATION PROCESS.]

6. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or subconsultant that is certified by the District of Columbia Office of Department of Small and Local Business Enterprises as a Local, Small, Resident Owned or Disadvantaged Business Enterprise (collectively, "LSDBE Certified Companies") from participating in the work if another company is awarded the contract.

7. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

## Attachment B

<b>OPEFM HVAC TECHNICIAN RFP - HOURLY RATES</b>		
<b>Journey-Person Rates</b>	<b>Standard Rate (per hour)</b>	<b>Overtime Rate (per hour)</b>
HVAC/Refrigeration Technician		
Welder		
Burner Technician		
Steam Fitter		
Plumber		
Electrician		
<b>Apprentice Rates</b>	<b>Standard Rate (per hour)</b>	<b>Overtime Rate (per hour)</b>
HVAC/Refrigeration Technician		
Welder		
Burner Technician		
Steam Fitter		
Plumber		
Electrician		

Attachment C

The Offeror and each of its principal team members, if any, must submit a statement that discloses any past or present business, familiar or personal relationship with any of the following individuals:

A. D.C. Office of Public Education Facilities Modernization

Allen Y. Lew	Executive Director
Warren Graves	Chief of Staff
Bert Molina	Chief Financial Officer
Scott Burrell	General Counsel

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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B. Leftwich & Ludaway

Thomas D. Bridenbaugh

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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C. Brailsford & Dunlavey  
McKissack & McKissack

Please identify any past or present business, familiar, or personal relationship in the space below. Use extra sheets if necessary.

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This is to certify that, to the best of my knowledge and belief and after making reasonable inquiry, the above represents a full and accurate disclosure of any past or present

business, familiar, or personal relationship with any of the individuals listed above. The undersigned acknowledges and understands that this Disclosure Statement is being submitted to the False Claims Act and that failure to disclose a material relationship(s) may constitute sufficient grounds to disqualify the Offeror.

OFFEROR:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTACHMENT D**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF TAX AND REVENUE**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

Date: \_\_\_\_\_

Name of Organization/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Business Telephone No.: \_\_\_\_\_

Principal Officer:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current	Not Applicable
District: Sales and Use	( )	( )	( )
Employer Withholding	( )	( )	( )
Ball Park Fee	( )	( )	( )
Corporation Franchise	( )	( )	( )
Unincorporated Franchise	( )	( )	( )
Personal Property	( )	( )	( )
Real Property	( )	( )	( )
Individual Income	( )	( )	( )

**The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.**

**This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.**

\_\_\_\_\_  
Signature of Authorizing Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ Month and Year

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

WD 05-2103 (Rev.-6) was first posted on www.wdol.gov on 06/03/2008

\*\*\*\*\*  
\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Shirley F. Ebbesen                      Division of  
Director                      Wage Determinations

Wage Determination No.: 2005-2103  
Revision No.: 6  
Date Of Revision: 05/29/2008

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	25.95
01040 - Court Reporter	19.46
01051 - Data Entry Operator I	13.07
01052 - Data Entry Operator II	14.26
01060 - Dispatcher, Motor Vehicle	16.79
01070 - Document Preparation Clerk	13.64
01090 - Duplicating Machine Operator	13.64
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	23.83
01141 - Messenger Courier	11.25
01191 - Order Clerk I	14.74
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	16.90
01262 - Personnel Assistant (Employment) II	18.90
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	21.29
01280 - Receptionist	13.18
01290 - Rental Clerk	16.16
01300 - Scheduler, Maintenance	16.16
01311 - Secretary I	17.26
01312 - Secretary II	19.41
01313 - Secretary III	23.83
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	25.95
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.59
01532 - Travel Clerk II	13.54

01533 - Travel Clerk III	14.54
01611 - Word Processor I	13.76
01612 - Word Processor II	16.16
01613 - Word Processor III	19.46
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	21.37
05040 - Automotive Glass Installer	20.14
05070 - Automotive Worker	20.14
05110 - Mobile Equipment Servicer	17.31
05130 - Motor Equipment Metal Mechanic	22.53
05160 - Motor Equipment Metal Worker	20.14
05190 - Motor Vehicle Mechanic	22.53
05220 - Motor Vehicle Mechanic Helper	16.81
05250 - Motor Vehicle Upholstery Worker	19.66
05280 - Motor Vehicle Wrecker	20.14
05310 - Painter, Automotive	21.37
05340 - Radiator Repair Specialist	20.14
05370 - Tire Repairer	14.43
05400 - Transmission Repair Specialist	22.53
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.18
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	16.07
07260 - Waiter/Waitress	8.82
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.85
11060 - Elevator Operator	9.85
11090 - Gardener	15.70
11122 - Housekeeping Aide	10.89
11150 - Janitor	10.89
11210 - Laborer, Grounds Maintenance	12.07
11240 - Maid or Houseman	10.84
11260 - Pruner	11.37
11270 - Tractor Operator	14.19
11330 - Trail Maintenance Worker	12.07
11360 - Window Cleaner	11.31
12000 - Health Occupations	
12010 - Ambulance Driver	17.69
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.90
12025 - Dental Hygienist	40.68
12030 - EKG Technician	24.77
12035 - Electroneurodiagnostic Technologist	24.77
12040 - Emergency Medical Technician	18.55
12071 - Licensed Practical Nurse I	18.60
12072 - Licensed Practical Nurse II	20.82
12073 - Licensed Practical Nurse III	22.85



12100 - Medical Assistant	14.23
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	17.96
12195 - Medical Transcriptionist	17.93
12210 - Nuclear Medicine Technologist	31.82
12221 - Nursing Assistant I	9.75
12222 - Nursing Assistant II	10.96
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	18.34
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.31
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	31.24
12313 - Registered Nurse II, Specialist	31.24
12314 - Registered Nurse III	37.77
12315 - Registered Nurse III, Anesthetist	37.77
12316 - Registered Nurse IV	45.28
12317 - Scheduler (Drug and Alcohol Testing)	18.85
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.55
13012 - Exhibits Specialist II	23.33
13013 - Exhibits Specialist III	28.11
13041 - Illustrator I	20.40
13042 - Illustrator II	25.28
13043 - Illustrator III	30.91
13047 - Librarian	28.00
13050 - Library Aide/Clerk	13.77
13054 - Library Information Technology Systems Administrator	25.29
13058 - Library Technician	19.05
13061 - Media Specialist I	17.03
13062 - Media Specialist II	19.05
13063 - Media Specialist III	21.24
13071 - Photographer I	14.67
13072 - Photographer II	17.18
13073 - Photographer III	21.52
13074 - Photographer IV	26.05
13075 - Photographer V	29.15
13110 - Video Teleconference Technician	17.59
14000 - Information Technology Occupations	
14041 - Computer Operator I	17.78
14042 - Computer Operator II	19.88
14043 - Computer Operator III	22.17
14044 - Computer Operator IV	24.64
14045 - Computer Operator V	27.28
14071 - Computer Programmer I (1)	23.12
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.78
14160 - Personal Computer Support Technician	24.64
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.77
15020 - Aircrew Training Devices Instructor (Rated)	42.72

15030 - Air Crew Training Devices Instructor (Pilot)	50.81
15050 - Computer Based Training Specialist / Instructor	31.26
15060 - Educational Technologist	30.88
15070 - Flight Instructor (Pilot)	50.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	23.87
15095 - Technical Instructor/Course Developer	29.19
15110 - Test Proctor	19.22
15120 - Tutor	19.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.29
16030 - Counter Attendant	9.29
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.29
16090 - Presser, Hand	9.29
16110 - Presser, Machine, Drycleaning	9.29
16130 - Presser, Machine, Shirts	9.29
16160 - Presser, Machine, Wearing Apparel, Laundry	9.29
16190 - Sewing Machine Operator	12.79
16220 - Tailor	13.57
16250 - Washer, Machine	10.16
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.95
19040 - Tool And Die Maker	23.05
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	21.29
21040 - Material Expediter	21.29
21050 - Material Handling Laborer	12.65
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	10.91
21150 - Stock Clerk	15.70
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	20.60
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.98
23130 - Carpenter, Maintenance	20.88
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	26.56
23181 - Electronics Technician Maintenance I	22.73
23182 - Electronics Technician Maintenance II	24.13
23183 - Electronics Technician Maintenance III	25.42
23260 - Fabric Worker	18.04
23290 - Fire Alarm System Mechanic	21.46
23310 - Fire Extinguisher Repairer	16.50
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38

23370 - General Maintenance Worker	21.17
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	16.63
23392 - Gunsmith II	19.33
23393 - Gunsmith III	21.62
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.21
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
24.37	
23430 - Heavy Equipment Mechanic	21.46
23440 - Heavy Equipment Operator	21.46
23460 - Instrument Mechanic	21.62
23465 - Laboratory/Shelter Mechanic	20.52
23470 - Laborer	14.27
23510 - Locksmith	19.76
23530 - Machinery Maintenance Mechanic	21.77
23550 - Machinist, Maintenance	21.62
23580 - Maintenance Trades Helper	15.10
23591 - Metrology Technician I	21.62
23592 - Metrology Technician II	22.78
23593 - Metrology Technician III	23.89
23640 - Millwright	25.63
23710 - Office Appliance Repairer	21.63
23760 - Painter, Maintenance	20.52
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	21.62
23850 - Rigger	21.62
23870 - Scale Mechanic	19.33
23890 - Sheet-Metal Worker, Maintenance	21.62
23910 - Small Engine Mechanic	20.05
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	21.62
23965 - Well Driller	21.62
23970 - Woodcraft Worker	21.62
23980 - Woodworker	16.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.63
24580 - Child Care Center Clerk	16.15
24610 - Chore Aide	10.00
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.75
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	26.10
25040 - Sewage Plant Operator	20.23
25070 - Stationary Engineer	26.10
25190 - Ventilation Equipment Tender	18.37
25210 - Water Treatment Plant Operator	20.23
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.43
27007 - Baggage Inspector	12.66
27008 - Corrections Officer	21.30
27010 - Court Security Officer	23.26
27030 - Detection Dog Handler	19.43
27040 - Detention Officer	21.30
27070 - Firefighter	22.39
27101 - Guard I	12.66

27102 - Guard II	19.43
27131 - Police Officer I	24.58
27132 - Police Officer II	28.24
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.60
29020 - Hatch Tender	22.60
29030 - Line Handler	22.60
29041 - Stevedore I	20.82
29042 - Stevedore II	23.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	36.27
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.01
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.54
30021 - Archeological Technician I	17.82
30022 - Archeological Technician II	19.87
30023 - Archeological Technician III	25.95
30030 - Cartographic Technician	25.95
30040 - Civil Engineering Technician	23.78
30061 - Drafter/CAD Operator I	18.72
30062 - Drafter/CAD Operator II	20.94
30063 - Drafter/CAD Operator III	24.60
30064 - Drafter/CAD Operator IV	30.26
30081 - Engineering Technician I	20.95
30082 - Engineering Technician II	23.53
30083 - Engineering Technician III	26.31
30084 - Engineering Technician IV	32.61
30085 - Engineering Technician V	39.88
30086 - Engineering Technician VI	48.25
30090 - Environmental Technician	23.50
30210 - Laboratory Technician	22.36
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	20.71
30362 - Paralegal/Legal Assistant II	25.69
30363 - Paralegal/Legal Assistant III	31.38
30364 - Paralegal/Legal Assistant IV	37.97
30390 - Photo-Optics Technician	27.33
30461 - Technical Writer I	21.27
30462 - Technical Writer II	25.98
30463 - Technical Writer III	31.44
30491 - Unexploded Ordnance (UXO) Technician I	23.05
30492 - Unexploded Ordnance (UXO) Technician II	27.89
30493 - Unexploded Ordnance (UXO) Technician III	33.43
30494 - Unexploded (UXO) Safety Escort	23.05
30495 - Unexploded (UXO) Sweep Personnel	23.05
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.35
30621 - Weather Observer, Senior (2)	26.38
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.50
31030 - Bus Driver	18.19

31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	9.53
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.11
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	10.47
99252 - Laboratory Animal Caretaker II	11.73
99310 - Mortician	29.98
99410 - Pest Controller	15.13
99510 - Photofinishing Worker	11.59
99710 - Recycling Laborer	16.51
99711 - Recycling Specialist	20.27
99730 - Refuse Collector	14.64
99810 - Sales Clerk	11.87
99820 - School Crossing Guard	12.51
99830 - Survey Party Chief	21.61
99831 - Surveying Aide	13.43
99832 - Surveying Technician	20.54
99840 - Vending Machine Attendant	13.68
99841 - Vending Machine Repairer	17.76
99842 - Vending Machine Repairer Helper	13.68

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage

rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformance may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

#### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.